



Republic of the Philippines
DEPARTMENT OF AGRICULTURE
Regional Field Office 12
CSA Building, Zulueta Street, Koronadal City
BAC Secretariat Office Tel. / Fax No. 5200564

ITB Reference No. 3471141
Contract No. 2015-896

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

FEB 17 2016

This contract made and entered this ____ day of _____ by and between the **DEPARTMENT OF AGRICULTURE, REGIONAL FIELD OFFICE 12, KORONADAL CITY**, represented by the **Regional Executive Director, AMALIA J. DATUKAN, MBA** hereinafter called the **First Party** and **AGRICOMP MACHINERIES AND CONSTRUCTION CORPORATION** with principal address at **National Highway, Tagaran Cauayan City, Isabela**, represented by its **Authorized Representative, ENGR. GABRIEL-RIE H. RIVERA**, hereinafter called as the **Second Party**;

WITNESSETH

Whereas, the First Party has a project of **Construction of four (4) units Drying Shed** with the **Approved Budget for the Contract of Four Million Four Hundred Eighty-Seven Thousand Forty-Eight Pesos (Php4,487,048.00)**;

Whereas, a public bidding was conducted on November 4, 2015 with two (2) participating bidder where **AgriComp Machineries and Construction Corporation** won the bidding and was awarded the **Line Item No. 2: Construction of four (2) units Drying Shed** in the amount of **Four Million One Hundred Fifty Thousand Eight Hundred Thirteen Pesos and 32/100 (Php4,150,813.32)**;

Whereas, the First Party has accepted the bid of the **Second Party** in the amount of **Four Million One Hundred Fifty Thousand Eight Hundred Thirteen Pesos and 32/100 (Php4,150,813.32)** which shall be completely constructed within **One Hundred Twenty (120) calendar days** upon receipt of the approved Notice to Proceed with the following specifications and construction sites, to wit:

Specifications:

- ❖ Floor area of 9m x 14m
- ❖ Height: 9m (Apex)
- ❖ Source of Current: 3 phase line

Construction Sites:

- ❖ SK Cassava Growers Association in Isulan, Sultan Kudarat
- ❖ MNLFA Bangsamoro FA in Pigcawayan, North Cotabato
- ❖ Daguma P4MP in Bagumbayan, Sultan Kudarat
- ❖ Sitio Lagon MPC in President Quirino, Sultan Kudarat

NOW THEREFORE, for and in consideration of the following premises, the parties hereto agreed as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
 - a) Funded and Approved Purchase Request;
 - b) Approved Program of Works and Estimates;
 - c) Approved Plans and Designs;
 - d) Advertisement;
 - e) Approved Notice of Award;
 - f) Performance Bond;
 - g) PERT/CPM of equivalent schedule of work;
 - h) License copy of the Contractor;
 - i) Abstract of Bids for Bid project;
 - j) Resolution of the Bids and Awards Committee as the case may be; and
 - k) Other pertinent documents as may be reasonable required by the First Party.

2. In consideration of the payments to be made by the **First Party**, the **Second Party** hereby covenants/agrees with the Department of Agriculture to construct and complete the works in conformity with all aspects with the provisions of this contract;
3. The **First Party** hereby covenants to pay the 15% mobilization fee of the total cost of the project to the **Second Party** as advance payment, upon compliance of the following :
 - a) Letter request for 15% advance payment;
 - b) Standby irrevocable letter of credit/security bond/bank guarantee which corresponds to the amount of the 15% mobilization fee;
 - c) Installation of project billboard;
 - d) Construction of bunkhouse; and
 - e) Mobilization of initial equipment and personnel.
4. The warranty of one (01) year for the necessary repairs and maintenance and services must be strictly observed. The obligation of warranty shall be covered by retention money, in an amount equivalent to ten percent (10%) of the total contract price, or a bank guarantee in a form of an irrevocable stand-by letter of credit. Said amount shall be released after the lapse of the warranty period;
5. Should the **Second Party** incur delay, Section 68, Rule XXII of RA 9184, partly states, "xxx.The amount of the liquidated damages shall be at least equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Xxx";
6. Other provisions of RA 9184 and its IRR not stipulated in this contract are deemed applicable; and
7. This agreement shall be valid and binding upon approval of both parties.

IN WITNESS WHEREOF, the parties hereto set their respective signatures on the day written above.

Department of Agriculture XII

By:


AMALIA J. DATUKAN, MBA
 Regional Executive Director


RAY H. EMBAJADOR
 AP Rice & Corn Focal Person

Reviewed and Witnessed by:

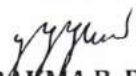
AgriComp Machineries and Construction Corporation

By:


ENGR. GABRIEL-RIE H. RIVERA
 Authorized Representative


JIMMY M. OLIVO, Ph.D.
 BAC Chairman

OK as to allocation of funds:


RAKMA B. BUISAN
 Regional Budget Officer

Funds Available:

ANNA MAE A. SIDEÑO
Administrative Officer V /
Regional Accountant

Verified and found in order:

CARLENE C. COLLADO, CPA
Chief, Administrative and Finance Division

Prepared by:

Monina M. Salendab
MONINA M. SALENDAB
Head, BAC Secretariat

ACKNOWLEDGEMENT:

Republic of the Philippines)
City of Koronadal) SS

Before me, a Notary Public for Koronadal City personally appeared the following:

<u>NAME</u>	<u>Res. Cert.</u>	<u>Issued at</u>	<u>Issued on</u>
1. AMALIA J. DATUKAN, MBA	37420215	Koronadal City	January 12, 2015
2. ENGR. GABRIEL-RIE H. RIVERA	LO4-04-009502 PROF DRIVERS LICENSE	Gen Santos City	02/27/17

Known to me to be the same persons who executed the foregoing documents and acknowledged that the same are their voluntary acts and deeds.

This instrument consists of three (3) pages including this page in which the acknowledgement is written, and signed in the left hand margin of each and every page thereof by parties and their witnesses.

Witness my hand this FEB 17 2016 of _____ 2015 at Koronadal City.

Doc No. : 36
Page No. : 4
Book No. : 1
Series of 2016

Veronica A. Dondego
VERONICA A. DONDEGO
NOTARY PUBLIC

UNTIL DECEMBER 31, 2016
IBP No. 15189-01-15-16-ESC
PTR No. 15189-01-04-16-KORONADAL CITY
MCLE EXEMPTION NO. V-01,465
ROLL OF NOTARY NO. 34000